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Counsel for NFS Leasing, Inc.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

HITESHRI PATEL,

Debtor.

Case No.: 20-17880 (KCF)

Chapter 11

**Hearing Date: TBD
Oral Argument Requested**

**NOTICE OF NFS LEASING, INC.'S MOTION FOR TEMPORARY
ALLOWANCE OF ITS CLAIM FOR VOTING PURPOSES PURSUANT TO
RULE 3018 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

TO: ANNEXED SERVICE LIST

PLEASE TAKE NOTICE that a hearing on the annexed motion (the "Motion") of NFS Leasing, Inc. ("NFS"), a creditor of the above-captioned debtor, by and through its counsel, Wollmuth Maher & Deutsch LLP, for entry of an Order temporarily allowing NFS' claim for voting purposes pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure (the "Order"), will be held before the Kathryn C. Ferguson, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of New Jersey, Clarkson S. Fisher Federal

Building & U.S. Courthouse, 402 East State Street, Courtroom No. 2, Trenton, New Jersey 08608 (the “Bankruptcy Court”) on the date set by the Bankruptcy Court pursuant to a proposed Order Shortening Time (“OST”) and Application therefor submitted simultaneously herewith (the “Hearing”).

PLEASE TAKE FURTHER NOTICE that responses or objections to the Motion, if any, must be in writing, filed with the Bankruptcy Court and served on the undersigned in accordance with any OST entered by the Court.

PLEASE TAKE FURTHER NOTICE that if no objection is timely filed, the Bankruptcy Court may enter the Order on the Motion without the need for a hearing.

PLEASE FURTHER TAKE NOTICE that NFS Leasing, Inc. submits that the subject matter of the relief requested herein is not novel or complicated and requests a waiver of any requirement to submit a memorandum of law.

PLEASE FURTHER TAKE NOTICE that NFS Leasing, Inc. has submitted a proposed form of Order with the Motion.

Dated: March 15, 2020
New York, New York

Respectfully submitted,

WOLLMUTH MAHER & DEUTSCH LLP

By: /s/ James N. Lawlor

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**UNITED STATES BANKRUPTCY COURT
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In re:

HITESHRI PATEL,

Debtor.

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**NFS LEASING, INC.'S MOTION FOR TEMPORARY ALLOWANCE
OF ITS CLAIM FOR VOTING PURPOSES PURSUANT TO RULE
3018 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

**TO: THE HONORABLE KATHRYN C. FERGUSON
UNITED STATES BANKRUPTCY JUDGE**

NFS Leasing, Inc. ("NFS"), by and through its attorneys, hereby submits this motion for temporary allowance of its claim for voting purposes pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure, and respectfully represents as follows:

PRELIMINARY STATEMENT

1. On January 28, 2021, the Debtor filed the Second Modified Individual Debtor's Chapter 11 Combined Plan of Reorganization and Disclosure Statement [Dkt. No. 121] (the

“Plan”) that proposes a paltry distribution on account of all claims, other than on account of her over-secured lender. NFS has filed and asserted a claim for approximately \$1.94 million against the Debtor on account of a Personal Guaranty and Security Agreement (the “Guaranty”) that the Debtor executed in favor of NFS [Proof of Claim No. 4-1] (the “NFS Claim”), whereby the Debtor guaranteed an equipment lease related to her failed business. The Guaranty also serves as a written security agreement, making the NFS Claim secured to the extent of the value of the personal property of the Debtor. In conjunction with the Guaranty, NFS duly filed a UCC-1 that was in effect at the time the Debtor filed its petition. The NFS Claim is *prima facie* evidence of the amount due from the Debtor and of the perfected security interest.

2. In the nearly six (6) months since the bar date for filing claims, the Debtor has filed one objection to one claim – an objection to the NFS Claim in a separate adversary proceeding initiated by the Debtor just three (3) weeks ago (the “Adversary”) [Adv. Proc. No. 21-01180-KCF, Dkt. No. 1]. The Debtor’s proposed voting procedures preclude NFS from voting the value of the NFS Claim in any amount in any class unless the claim is provisionally allowed for voting purposes by order of the Court.

3. NFS made a proposal to the Debtor to avoid unnecessary litigation over voting rights prior to approval of the disclosure statement. As NFS believes a large portion of the NFS Claim is likely unsecured, NFS proposed that the parties stipulate to the amount of the NFS Claim solely for purposes of voting on the Plan. All parties’ rights would be reserved to argue the amount and validity of the NFS Claim in the Adversary. NFS also proposed as an alternative that confirmation be adjourned given the dispute on voting, the proposed mediation by the Debtor, as well as outstanding contested-matter discovery propounded with respect to the Plan that the Debtor refuses to provide.

4. As has been the course of conduct by this Debtor since the outset of the case, the Debtor is unwilling to agree to the simplest of resolutions. NFS's proposal was generous in light of the facts disclosed in NFS's already-filed Objection to the Plan [Dkt No. 140] (the "NFS Objection"), which shows that shortly prior to filing for bankruptcy, the Debtor disclosed personal property assets far in excess of what she now asserts to hold, demonstrates that the Debtor is retaining hundreds of thousands of dollars of value that should go to creditors and sets forth the Plan's patent non-confirmability on multiple additional grounds. Accordingly, NFS files this Motion to secure the opportunity to participate in a fundamental right of creditors in Chapter 11, voting on the Plan to the extent the Court proceeds to confirmation.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b), and venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The legal bases for the relief sought herein are sections 105(a) and 502(b) of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 3018 of the Bankruptcy Rules.

BACKGROUND

6. NFS is the second-largest non-insider creditor in these chapter 11 cases. On September 3, 2020, NFS filed the NFS Claim in the total amount of \$1,941,690.65, reflecting certain credits applied to the original amount outstanding. Since that time, the NFS has further mitigated the amount due. Consequently, it is owed approximately \$1.69 million as of the date of the Motion.

7. Prior to the Petition Date, the Debtor provided a personal financial statement showing more than \$150,000 in personal property to induce NFS to lend the funds which she

guaranteed. *See* NFS Objection at ¶ 7. A conservative analysis of that amount suggests that the Debtor had at least \$65,000 in personal property when she executed the Guaranty. *See id.* However, the Debtor only identified personal property of \$3,850 on her schedules. Regardless of the accuracy of the Debtor's variously stated amounts, it appears that a large portion the NFS Claim is unsecured, and it is entitled to participate as both a secured and unsecured creditor in distributions to be made to all similarly situated creditors.

8. Despite the foregoing, the Debtor filed the Adversary. The Adversary challenges the NFS Claim but contains no specific facts contesting the accuracy of the amounts claimed due. It also makes only generalized statements as to why the entire claim should be treated as unsecured. The Adversary appears little more than an effort to disenfranchise NFS at the eleventh hour and reeks of bad faith.

9. Sadly, the last-minute Adversary and the Debtor's refusal to discuss NFS's claim is par for the course. Since September 2020, NFS has repeatedly attempted to engage the Debtor in a discussion over the treatment of the NFS Claim so as to avoid last minute challenges. The Debtor abjectly refused, erroneously claiming counsel was barred from discussions before the filing of disclosure statement. Now on the eve on confirmation, with its adversary proceeding filed, the Debtor states it will only address the NFS Claim and its treatment in mediation in the Adversary. Of course, the mediation will not take place until after confirmation, which the Debtor will not adjourn, so the Debtor continues her pattern of gamesmanship right to the end.

RELIEF REQUESTED

10. NFS requests entry of an order temporarily allowing the NFS Claim in bifurcated form, with \$65,000 being allowed as a secured claim and \$1,624,263.27 being allowed as a general unsecured claim in for Plan voting purposes only.

A. Temporary Allowance of the NFS Claim Is Warranted.

11. Pursuant to Bankruptcy Rule 3018(a), “[n]otwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a). The policy behind temporarily allowing claims for voting purposes “is to prevent possible abuse by plan proponents” who attempt to ensure acceptance of a plan by gaming the system through objections to the claims of dissenting creditors. *In re Armstrong*, 292 B.R. 678, 686 (10th Cir. Bankr. 2003); *see also In re Harmony Holdings, LLC*, 395 B.R. 350, 353–54 (Bankr. D.S.C. 2008) (“[O]ne can easily visualize a situation where it would be grossly unfair and unjust to disenfranchise any claim or interest just because a debtor interposed an objection to the allowance of the claim or interest. . . . To achieve justice, some discretion must be left to the court to deal with the problem just described.”) (internal quotation marks and citation omitted). In short, Bankruptcy Rule 3018(a) “was designed to give all creditors, even those holding disputed claims, the opportunity to vote[.]” *In re Century Glove, Inc.*, 88 B.R. 45, 46 (Bankr. D. Del. 1988).

12. The decision to grant temporary allowance of a claim for voting purposes under Bankruptcy Rule 3018 is at the reasonable discretion of the bankruptcy court. *See Pension Ben. Guar. Corp. v. Enron Corp.*, No. 04 CIV. 5499 (HB), 2004 U.S. Dist. LEXIS 21810, at *16 (S.D.N.Y. Nov. 1, 2004). There is, however, a presumption in favor of temporarily allowing a disputed claim for purposes of voting. *See In re Amarex Inc.*, 61 B.R. 301, 303 (Bankr. W.D. Okla. 1985) (“[T]o allow [the disputed claims] to vote on the plans, even though some may be eventually disallowed for purposes of distribution, is more in keeping with the spirit of chapter 11 which encourages creditor vote and participation in the reorganization process.”).

B. The NFS Claim Should Be Temporarily Allowed.

13. The Bankruptcy Code and the Bankruptcy Rules provide little to no guidance as to how a court should calculate a claim for voting purposes. *In re Quigley Co.*, 346 B.R. 647, 653 (Bankr. S.D.N.Y. 2006). Although courts may “employ whatever method is best suited to the circumstances of the case,” *In re Ralph Lauren Womenswear, Inc.*, 197 B.R. 771, 775 (Bankr. S.D.N.Y. 1996), any calculation “should ensure that the voting power is commensurate with the creditor’s economic interests in the case.” *In re Quigley*, 346 B.R. at 654. To calculate the amount of a claim to be temporarily allowed, courts have considered: (a) the debtor’s scheduling of the claim, (b) the proof of claim filed, and (c) the debtor’s objection. *Stone Hedge Props. v. Phoenix Capital Corp. (In re Stone Hedge Props.)*, 191 B.R. 59, 65 (Bankr. M.D. Pa. 1995). Calculation of a claim under Bankruptcy Rule 3018(a), however, is not binding on (i) the ultimate validity or amount of the claim or (ii) any causes of action before a non-bankruptcy court. See *In re Quigley*, 346 B.R. at 654.

14. At this juncture, NFS is not seeking final allowance of the NFS Claim or a full adjudication of the secured versus unsecured portion of the NFS Claim. Rather, NFS seeks temporary allowance of the NFS Claim for voting purposes only in amounts that reflect the Debtor’s minimum obligations to NFS.

15. NFS properly executed and filed the NFS Claim. The NFS Claim is prima facie evidence of the validity and amount of the amount due under the Guaranty. See Fed. R. Bankr. P. 3001(f) (“A proof of claim executed and filed in accordance with these rules shall constitute prima facie evidence of the validity and amount of the claim.”). Nonetheless, since the claim was filed, NFS collected additional amounts it is willing to credit in their entirety to the outstanding claim balance.

16. Furthermore, the NFS Claim was calculated in accordance with accepted principles of Massachusetts law governing the Guaranty. “The liability of a guarantor is to be ascertained by which the obligation is expressed, construed according to the usual rules of interpretation.” *Agricultural Nat'l Bank v. Brennan*, 3 N.E. 769, 771 (1936). The Guaranty provides that the Debtor

unconditionally, absolutely, and irrevocably guarantees to NFS the full and punctual payment and performance of all present and future obligations, liabilities, covenants and agreements (collectively, “Obligations”) required to be observed and performed or paid or reimbursed by Lessee under or relating to the aforementioned Master Equipment Lease and each and every current or future equipment schedule thereto, and all amendments, modifications, supplements, substitutions, additions, renewals, replacements and extensions thereof (collectively “Master Lease”), including but not specifically limited to, all interim and monthly rent charges, late fees, expenses incurred by NFS to cure any default by Lessee, costs, expenses and attorneys’ fees, liquidated damages and other amounts or damages which may be due or awarded to NFS upon the default of Lessee, plus all costs, expenses and fees (including the reasonable fees and expenses of NFS’s counsel) in any way relating to the enforcement or protection of NFS’s rights hereunder.

NFS Claim at 83. The Guaranty further provides that the Debtor

agrees that in the event Lessee fails to pay any amount due NFS within five (5) days after the date such payment is due, and/or in the event any other amount is due hereunder, Guarantor will pay any such amounts in full to NFS within five (5) days of the date Guarantor receives a written notice of payment due from NFS.

Id.

17. It is undisputed that the Debtor’s business defaulted and owes the amount due. NFS has calculated the damages in accordance with the lease document attached to the NFS Claim and applied all credits it has received to date. The methodology more than adequately establishes the underlying debt owed to NFS. The Guaranty is one of full payment for any unpaid balance. Accordingly, NFS respectfully requests the Court temporarily allow the NFS

Claim in full for voting purposes, with a secured portion of \$65,000 and an unsecured portion of \$1,624,263.27, in order to prevent the Debtor from silencing the voice of one of its largest impaired creditors.

RESERVATION OF RIGHTS

18. NFS reserves the right to amend, modify, or supplement this Motion. NFS further reserves the right to respond to any objections to this Motion and to assert other arguments in connection with any adjudication of or related to the NFS Claim.

WAIVER OF BRIEF

19. NFS submits that the Motion does not present any novel issues of law requiring the citation to any authority other than cited above and submit that no brief is necessary.

CONCLUSION

WHEREFORE, NFS respectfully requests that the Court enter an Order, substantially in the form submitted herewith, temporarily allowing the NFS Claim in an amount of \$65,000 as a secured claim and \$1,624,263.27 as a general unsecured claim for purposes of voting on the acceptance and rejection of the Plan, and grant such further relief as the Court deems just and necessary.

Dated: March 15, 2020
New York, New York

Respectfully submitted,

WOLLMUTH MAHER & DEUTSCH LLP

By: /s/ James N. Lawlor

James N. Lawlor

Joseph F. Pacelli (*pro hac vice*)

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Counsel for NFS Leasing, Inc.

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Counsel for NFS Leasing, Inc.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

HITESHRI PATEL,

Debtor.

Case No.: 20-17880 (KCF)

Chapter 11

**STATEMENT THAT SUBMISSION OF A MEMORANDUM OF LAW IS NOT
NECESSARY FOR NFS LEASING, INC.'S MOTION FOR TEMPORARY
ALLOWANCE OF ITS CLAIM FOR VOTING PURPOSES PURSUANT TO
RULE 3018 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

NFS Leasing, Inc. ("NFS"), a creditor of the above-captioned debtor, by and through its counsel, Wollmuth Maher & Deutsch LLP, in connection with NFS' Motion for temporary allowance of its claim for voting purposes pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure (the "Motion"), annexed hereto, submits that the subject matter of the Motion does not present any novel issues of law requiring the citation to any authority, other than those authorities cited in the Motion, and submits that no brief is necessary.

Dated: March 15, 2020
New York, New York

Respectfully submitted,

WOLLMUTH MAHER & DEUTSCH LLP

By: /s/ James N. Lawlor

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jfpacelli@wmd-law.com

Counsel for NFS Leasing, Inc.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J LBR 9004-1(b)

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Counsel for NFS Leasing, Inc.

In re:

HITESHRI PATEL,

Debtor.

Case No.: 20-17880 (KCF)

Judge: Kathryn C. Ferguson

Chapter 11

**ORDER GRANTING NFS LEASING, INC.'S MOTION FOR TEMPORARY
ALLOWANCE OF ITS CLAIM FOR VOTING PURPOSES PURSUANT TO
RULE 3018 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE**

The relief set forth on the following page, numbered two (2), is hereby **ORDERED**.

Page (2)

Debtor: Hiteshri Patel

Case No.: 20-17880 (KCF)

Caption of Order: ORDER GRANTING NFS LEASING, INC.'S MOTION FOR TEMPORARY ALLOWANCE OF ITS CLAIM FOR VOTING PURPOSES PURSUANT TO RULE 3018 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE

Upon the Motion (the “Motion”) of NFS Leasing, Inc. (“NFS”), pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure, for order granting NFS Leasing, Inc.’s motion for temporary allowance of its claim for voting purposes; and it appearing that the relief requested is in the best interests of the Debtor, its estate, and creditors; and that adequate notice of the Motion has been given and that no further notice is necessary; and after due deliberation and good and sufficient cause appearing therefore, it is hereby

ORDERED that:

1. The Motion is granted.
2. The NFS Claim is temporarily allowed as a secured claim for \$65,000 and a general unsecured claim for \$1,624,263.27 for voting purposes only pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure.
3. NFS may submit its vote at any time at or prior to the confirmation hearing.
4. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.
5. The movant shall serve a copy of this Order on the United States Trustee, the Debtor and her counsel within seven (7) days of entry.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Counsel for NFS Leasing, Inc.

Case No.: 20-17880 (KCF)

Chapter: 11

In Re:

HITESHRI PATEL,
Debtor.

Adv. No.: _____

Hearing Date: _____

Judge: Kathryn C. Ferguson

CERTIFICATION OF SERVICE

1. I, James N. Lawlor :

represent NFS Leasing, Inc. in this matter.

am the secretary/paralegal for _____, who represents
_____ in this matter.

am the _____ in this case and am representing myself.

2. On March 15, 2021, I sent a copy of the following pleadings and/or documents to the parties listed in the chart below.

Notice of NFS Leasing, Inc.'s Motion for Temporary Allowance of Its Claim for Voting Purposes Pursuant to Rule 3018 of the Federal Rules of Bankruptcy Procedure; Application for Order Shortening Time

3. I certify under penalty of perjury that the above documents were sent using the mode of service indicated.

Date: March 15, 2021

/s/ James N. Lawlor
Signature

| Name and Address of Party Served | Relationship of Party to the Case | Mode of Service |
|---|-----------------------------------|--|
| Lauren Bielski, Esq. U.S. Trustee's Office One Newark Center, Suite 2100 Newark, NJ 07102 lauren.bielskie@usdoj.gov | United States Trustee | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>ECF & Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Melinda D. Middlebrooks Joseph M. Shapiro Middlebrooks Shapiro, P.C. 841 Mountain Ave First Floor Springfield, NJ 07081 middlebrooks@middlebrooksshapiro.com jshapiro@middlebrooksshapiro.com | Debtor's Counsel | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>ECF & Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Hiteshri Patel 223 Gordons Corner Road Marlboro, NJ 07746 | Debtor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Robert J. Davidow, Esq. Phelan Hallinan Diamond and Jones, PC 1617 JFK Boulevard, Suite 1400 Philadelphia, PA 19103 Robert.Davidow@phelanhallinan.com | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>ECF & Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Flagstar Bank 5151 Corporate Drive Try, MI 48098-2639 | Secured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |

| Name and Address of Party Served | Relationship of Party to the Case | Mode of Service |
|---|-----------------------------------|---|
| M&T Bank PO Box 62182 Baltimore, MD 21264-2182 | Secured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| US Small Business Administration 409 3rd St., SW Washington, DC 20416 | Secured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| 5th and PCH - Retail PO Box 840628 Los Angeles, CA 90084-0628 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| Capref Strand LLC 8333 Douglas Avenue Suite 975 Dallas, TX 75225 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| Yogesh Patel 714 S Halliday St Anaheim, CA 92804 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |

| Name and Address of Party Served | Relationship of Party to the Case | Mode of Service |
|---|-----------------------------------|--|
| Chase Cardmember Services P.O. Box 6294 Carol Stream, IL 60197-6294 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Citi P.O. Box 9001037 Louisville, KY 40290 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Costco Citcards PO Box 790046 Saint Louis, MO 63179-0046 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Discover P.O. Box 15251 Wilmington, DE 19886 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| DSC America, Inc. c/o Kennedy Wilson Properties, Ltd 151 S. El Camino Drive Beverly Hills, CA 90212 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |

| Name and Address of Party Served | Relationship of Party to the Case | Mode of Service |
|--|-----------------------------------|--|
| GE HFS, LLC 9900 Innovation Drive RP - 2100 Milwaukee, WI 53226 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| HF Holdings, Inc. PO Box 593080 Huntington Beach, CA 92648 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Konica Minolta TIAA Commercial Finance, Inc. 10 Waterview Boulevard Parsippany, NJ 07054 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Landmark Health/Brown Mills, LLC c/o Post Polak, P.A. Attn: David L. Epstein 425 Eagle Rock Avenue, Suite 200 Roseland, NJ 07068 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| RMS Franchise Group 2390 E. Orangewood Ave. Suite 550 Anaheim, CA 92806 | Unsecured Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |

| Name and Address of Party Served | Relationship of Party to the Case | Mode of Service |
|--|-----------------------------------|--|
| West Valley National Bank Gary D. Bressler, Esq. 1300 Mount Kemble Avenue PO Box 2075 Morristown, NJ 07962 gbressler@mdmc-law.com | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input checked="" type="checkbox"/> Other <u>ECF & Email</u> (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Waldman Tax & Financial Services 7861 Valley View Street La Palma, CA 90623-1849 | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| State Of New Jersey Division of Taxation Bankruptcy Unit PO Box 245 Trenton, NJ 08646-0245 | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Matrix Financial Services Corp. c/o KML Law Group 701 Market Street Suite 5000 Philadelphia, PA 19106 | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |
| Kotulak & Company, PC Attn: David Armstrong, CPA 1035 Route 46 East Suite B-107 Clifton, NJ 07014-2430 | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ (As authorized by the Court or by rule. Cite the rule if applicable.) |

| Name and Address of Party Served | Relationship of Party to the Case | Mode of Service |
|---|-----------------------------------|---|
| Internal Revenue Service PO Box 7346 Philadelphia, PA 19101-7346 | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| U.S. Attorney 970 Broad St. Room 502 Rodino Federal Bldg. Newark, NJ 07102-2534 | Creditor | <input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| | | <input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| | | <input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |
| | | <input type="checkbox"/> Hand-delivered <input type="checkbox"/> Regular mail <input type="checkbox"/> Certified mail/RR <input type="checkbox"/> Other _____ <small>(As authorized by the Court or by rule. Cite the rule if applicable.)</small> |